

NAME OF THE BIDDER: TRACTEBEL ENGINEERING PVT. LTD.

S. No.	Reference of NIT (Clause No / Page No)	Condition of NIT	Query / Request	JKSPDC Response
1.	Clause No 2, Page no 4 of 53	a) Revision/ Updation of the DPR,	It is requested that to allow Preparation of DPR. Accordingly, the revised/ modified clause is as below: "Preparation / Revision / Updation of the DPR". Please confirm.	Accepted.
2.	Clause No 6, Page no 5 of 53	In case the bidder is a subsidiary company, the bidder can utilize 100% technical and financial credentials of its Parent / Holding Company and/ or any other Subsidiary Company/Companies, which are wholly owned by the same Parent Company. ....  Provided, the Parent Company/ Subsidiary Company/ Companies commits to sign a separate Agreement with the Client evincing full support for the Technical and Financial Requirement of the Subsidiary Company and commits to take up the work itself in case of non-performance by the Subsidiary Company in the event of award of contract to the Subsidiary Company.....	We understand that wholly owned means, the majority of equity share holding by the Parent company. Please Confirm.  We request you to kindly provide the copy of the agreement for our review and understanding.	Wholly owned shall mean 100% ownership.  The agreement with the parent company shall be similar to that provided in the NIT, with the addition of an opening clause evincing the parent company's full support and commitment.
3.	Clause 7, Page 5 of 53	<b>i. Contract Specialist:</b> The expert should be a graduate engineer with not less than 25 years of experience in water resource and hydro power projects <b>ii Chief Design Engineer:</b> The expert should be a graduate civil engineer with not less than 25 years of experience in design and design review of water resource and hydro power projects.	Please relax the experience of <b>Contract Specialist, Chief Design Engineer from 25 years to 20 Years.</b>	Bid provisions shall prevail.
4.	Clause No 8, point (b) Page no 6 of 53	.....The experience for work of (i) revision of DPR and (ii) bid process management can be in same or different projects.	In continuation to our request in point no. 1, we request you to kindly update in this clause also. The modified clause is as below: <i>The experience for work of (i) Preparation / Revision / Updation of the DPR and (ii) bid process management can be in same or</i>	Accepted.

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			<i>different projects.</i> Please confirm.	
5.	Clause No 1.4, Page no 8 of 53	The bid shall be accompanied with earnest money amounting to Rs.2,00,000/- (Rupees Two Hundred Thousand Only). This amount should be in the form of a crossed Demand Draft in favour of General Manager (Accounts), JKSPDC, Jammu, payable at Jammu.	We request you to kindly accept EMD in the form of Bank Guarantee and provide the format for the same. Please confirm.	Bid provisions shall prevail.
6.	Clause No 1.30, Page no 11 of 53	The services of the Consultant shall remain available to JKSPDC for six months after signing of the EPC Contract/s by JKSPDC with the successful bidder/s, as part of the main Consultancy Contract for clarifications in JKSPDC Corporate Office at Jammu / Srinagar as well as Kirthai-II HE Project Site in Kishtwar,	Please confirm, during this period the selected consultant for this assignment is free / eligible to participate in other consulting assignments (i.e. Project Management Consultancy) called by JKSPDC for the same. Please confirm.	Confirmed.
7.	LOI, SECTION-I, Clause 1.36, Page 11 of 53	To prevent conflict of interest, the Consultant is not permitted to apply in the EPC tender for 930 MW Kirthai-II HEP in any capacity (as a bidder, as a partner/ member of a JV/ Consortium bidder, or as a subcontractor of a bidder, etc) nor to engage with any prospective bidder in the EPC tender for any service related to the EPC tender, The Consultant shall also give a declaration not to engage in any business activity with the successful EPC Contractor/s for one year after award of the EPC Contract/s by JKSPDC.	As per general practice, the selected consultant for this assignment shall have "No conflict of interest" and allowed/ free to participate in bidding process for next phase of the project assignment i.e. Owners Engineer and Project Management Consultancy Services if floated by JKSPDC during this contract validity period. Please confirm.	Confirmed.
8.	Clause No 2.2. PRICE BID Page no 12 of 53	The bidder must quote consultancy charges in detail in one quote including ..... time to time.	While the BOQ file downloaded from E-tender portal mentions prices to be filled excluding taxes, wherein there is no such provision of change of fields in Excel sheet/ formats given by Client. Kindly clarify	The bidder is required to submit its financial offer on the online e-tendering portal only. Consequently, the format of the online BoQ shall prevail. Bidder shall fill in figures for both "Basic Rate" and "Taxes" in the online BoQ.
9.	Clause No 3.1, Page no 13 of	Points shall be awarded on the basis of submission of client certificates for similar consultancy assignments,	We request you to kindly allow and accept the submission of Contract agreement for similar	Bid provisions shall prevail.

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	53	duly mentioning tenure of the assignment and certifying its satisfactory completion.	consultancy assignments for award of the points. The Modified clause is presented below: <i>“Points shall be awarded on the basis of submission of Contract agreement / client certificates for similar consultancy assignments, duly mentioning tenure of the assignment and certifying its satisfactory completion / proof of completion”</i> . Please confirm.	
10.	Clause No 3.2, Page no 13 of 53	1. Team Leader cum Contract Specialist Additional points for post graduate degree in Contract Management/ Contract Law. Experience of framing of EPC bid documents & assisting the Client / owner in complete bid process till signing of EPC contract for hydro power project of unit-size $\geq$ 100 MW in the last 10 years: 1 point for every project subject to a maximum of 10 points	We would like to bring to your kind attention that, there are numerous senior professionals are available in India for this role with engineering background. Hence, we request you to consider Post Graduate degree in Civil / Water Resources / hydropower Engineering. The Modified clause is presented below: <i>“Additional points for post graduate degree in Civil / Water Resources / hydropower Engineering / Contract Management/ Contract Law”</i> .  There are rarely very few projects signed the EPC contract for execution in last 10 years with capacity more than 100 MW in India. And consultant is forced to involve foreign experts, which will increase the cost of the assignment. Hence, we request to “increase the points from 1 to 2 and delete last 10 years”. The Modified clause is presented below: <i>“Experience of framing of EPC bid documents &amp; assisting the Client / owner in complete bid process till signing of EPC contract for hydro power project of unit-size <math>\geq</math> 100 MW: 2 point for every project subject to a maximum of 10 points”</i> .	Bid provisions shall prevail.  “last 10 years” is modified as “last 15 years”.

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			Please confirm.	
11.	Clause No 3.2, Page no 13/14 of 53	2. Chief Design Engineer	It is requested to “increase the points from 1 to 2 and delete last 10 years”. The Modified clause is presented below: <i>“Experience of framing of EPC bid documents / tender specifications / assisting the Client / owner till signing of contract for hydro power project of unit-size ≥ 100 MW: 2 point for every project subject to a maximum of 8 points”.</i>	“last 10 years” is modified as “last 15 years”.
12.	Clause No 3.2, Page no 14 of 53	3. Mechanical Engineer	It is requested that to include Civil Engineering graduate who has specific experience in Hydro-Mechanical Works. The revised clause is as below <i>“Points for graduate degree in Mechanical / Civil Engineering Additional points for post graduate degree in Mechanical / Civil Design Engineering”</i>	Bid provisions shall prevail.
			Also, it is requested to delete “last 10 years”. The Modified clause is presented below: <i>“Experience of framing of EPC bid documents / tender specifications for hydro power project of unit-size ≥ 100 MW”.</i>	“last 10 years” is modified as “last 15 years”.
13.	Clause No 3.2, Page no 14 of 53	4. Electrical Engineer 5. Geotechnical / Tunnelling Engineer 6. Planning & Scheduling Expert 7. Quantity Surveyor 8. Financial & Commercial Expert	It is requested to delete “last 10 years”. The Modified clause is presented below: <i>“Experience of framing of EPC bid documents / tender specifications for hydro power project of unit-size ≥ 100 MW”.</i>	“last 10 years” is modified as “last 15 years”.
14.	Clause No 3.2, Under table para Page no 14 of 53	.....For experience, the same shall be awarded subject to submission of certificates issued by the respective client/ owner/ employer....	The requirement is very strange. Normally, the client/ owner/ employer shall issue experience certificate to the company only. Submission of experience certificate for each assignment is impractical. Hence, we request you to remove this requirement.	Bid conditions shall prevail.  In case experience certificate issued by the client/ owner is not available, a certificate issued by the respective employer (viz. the organisation of which the said expert has been / is an employee)

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			<p>For example, if a key expert had the said / requested experience in his previous company and presently working with the bidder, than how the key expert shall claim / prove his previous experience without submission of certificates? Please note that, submission of unauthorised documents of his/ her previous company is a Crime and may leads to criminal action under the law.</p> <p>In place of this critical requirement, we requested that the consultant shall allow to provide the Client references for verification of key expert professional experience. Kindly accept this request.</p>	<p>is required.</p> <p>However, in case of a stretch of experience gained as a freelancer/ independent consultant, a certificate from the client/ owner is essential.</p> <p><b>Note: This shall apply to Clause 8.(e) of the Essential Criteria, Page 6 of the NIT, as well.</b></p>
15.	Clause No 3.3.2, Page no 15 of 53	Previous experience of providing CONSULTANCY SERVICES involving (i) Revision/ updation of the DPR, and	<p>It is requested that to allow Preparation of DPR. Accordingly, the revised/ modified clause is as below:  <i>“Preparation / Revision / Updation of the DPR”.</i>                      Please confirm.</p>	Accepted.
16.	Clause 4.1, Page 17 of 53	Up-dation of the DPR	<p>Please confirm the scope for Up-dation of DPR. We understand that, the following are part of the scope of services of the consultant.</p> <ul style="list-style-type: none"> <li>• The status of DPR Clearances from CEA/CWC/GSI and CSMR.</li> <li>• List the Chapters of DPR which are to be up-dated by the Consultant. The level of Up-dation of DPR may clearly be explained.</li> <li>• The role of Selected Consultant in getting clearances from CEA/CWC/GSI and CSMR.</li> </ul> <p>Please confirm our understanding.</p>	<p>The DPR for the Project has been prepared by the Central Water Commission. Technoeconomic Clearance has been accorded to the DPR by CEA in its meeting held in December, 2016 and final vetted DPR has been approved by the CEA in July, 2019. The scope of work of the Consultant in the instant assignment with respect to the ‘updation of the DPR’ shall be as under:</p> <ol style="list-style-type: none"> <li>1. Assistance to JKSPDC in obtaining clearance of the Project from IWT angle.</li> <li>2. Assistance to JKSPDC in obtaining Defence Clearance.</li> <li>3. Updation of the project cost to present price</li> </ol>

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				level.
17.	Clause 4.2, Page 17 of 53	Preparation of pre-qualification (RFQ) bid documents in conformance with CEA, MOP, GOI GUIDELINES and assisting J&KSPDC in invitation of RFQ bids and evaluation thereof for selection of technically responsive prospective bidders through a International competitive bidding process.	Please confirm, the number of RFQ documents required, in terms of number of EPC packages planned/ proposed for the project.	Refer Clause 1.31, Page 11 of the NIT document.
18.	Clause 4.3, Page 17 of 53	Preparation of "REQUEST FOR PROPOSALS"- Bid Documents conforming to CEA, MOP, GOI GUIDELINES using the updated DPR and technical specifications as per international standards.	Please confirm, Number of Packages and List of Packages for which EPC bid documents are to be prepared.	Refer Clause 1.31, Page 11 of the NIT document.
19.	Clause 4.4, Page 17 of 53	Assisting JKSPDC in bidding process at all stages of the bidding process including techno-economic evaluation of bids received for the procurement of an EPC CONTRACT for the construction and commissioning of 930 MW KIRTHAI II HYDRO ELECTRIC PROJECT IN DISTRICT OF KISHTWAR, JAMMU & KASHMIR STATE.	We understand that, JKSPDC shall carryout the bidding process for each EPC packages for one time only. In the event of non-selection of EPC Contractor, due to any reasons not attributable to Consultant and resulting in further re-bidding process and re-evaluation of the bids, this shall be treated as additional work and consultant shall be compensated accordingly. Please confirm.	In the event of non-selection of EPC Contractor after conduct of bidding process, due to reason/s not attributable to the Consultant, JKSPDC, in its discretion, may decide to re-bid the Project/ Package. In that case, the Consultant shall be paid 50% of the cost for each subsequent cycle of rebidding, limited to payment milestones 4, 5&6. Rebidding shall not qualify the Consultant for additional payments in any other milestone.
20.	BDS, S No 1.3, Page 21 of 53	Description and objective of assignment	There is a conflict/mismatch between the section IV- Terms of reference and objective of the assignment and Annexure II scope of Work, with respect to Up-dation of DPR. In our understanding, the statement given in Terms of reference shall be correct and valid. Please confirm our understanding.	The clauses are not mutually exclusive. The scope of work at Page 24 of the NIT is exhaustive.
21.	BDS, S No 1.4, Page 21 of 53	The Owner will provide the following inputs: Detailed Project Report formulated Central Water Commission.	We understand that, for successful bidder, Client shall provide existing DPR along with drawings for preparation of designs and drawings for technical specifications and EPC tender preparation. Please confirm our understanding.	Confirmed. A PDF copy of the DPR shall be provided to the Consultant. Also, refer Clause 1.35, Page 11 of the NIT.
22.	Annexure-II,	10. Preparation/ Finalisation of draft agreement.	Please confirm, Consultant shall prepare draft	The Consultant shall prepare a draft contract

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	TOR, Page 24 of 53		agreement in desired / standard format as per JKSPDC guidelines. In that case, JKSPDC shall provide the editable copy of their format for preparation of draft agreement. Please confirm.	agreement form based on applicable national & international standards, guidelines and best practices with standard terms & conditions during the stage of preparation of the EPC bid documents and submit the same to JKSPDC for modification/approval. Post approval, the contract agreement form shall form a part of the NIT. After award of work to the EPC Contractor, the Consultant shall prepare the complete draft contract agreement, including therein: (i) modifications as agreed during the bidding process, (ii) reference to and copies of all relevant documentation, correspondence, etc., and submit the same to JKSPDC for approval.
23.	TOR, Page 24 of 53	12. Assisting JKSPDC at all stages of the procurement process for an EPC Contract for the implementation of 930 MW KIRTHAI-II HEP culminating in AWARD OF CONTRACT.	It is presumed that, after signing of all EPC packages, the scope of services of the consultant shall be completed. Please clarify.	Refer Clause 1.30, Page 11 of the NIT.
24.	Annexure-II, TOR, Page 24 of 53	4. Periodic presentations, as required by JKSPDC before the BID EVALUATION COMMITTEE/ CONTRACT COMMITTEE	Schedule Periodic presentations is not clear. In order to have level playing field, it is requested that, JKSPDC shall inform the interval of presentations and meetings are required. We understand that place of meetings / presentation shall be JKSPDC head office. Please clarify.	The venue of the meetings/ presentations related to the finalisation of tender documents, bid evaluation, contract finalisation, negotiation & execution shall be Srinagar or Jammu. The bidders shall factor in 12 (twelve) such meetings/ presentations (each with 2 experts) at Srinagar or Jammu in their bid. In case more than 12 (twelve) meetings/ presentations are required, JKSPDC shall reimburse the Consultant at a lumpsum rate of Rs.10,000/- per expert per visit, inclusive of all costs and taxes. All such meetings/ presentations shall be undertaken with the prior approval of JKSPDC.

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				However,the above shall not apply to travel undertaken (to project site etc) in connection with updation of the DPR. The requirement of the same shall have to be assessed by the bidder andprovision thereof included in its financial offer.																																												
25.	Annexure-II, TOR, Page 24 of 53	Responsibilities of the Consultant: <b>6. Any other matter/issue related to above scope of work</b>	The statement given here are very open and unable to estimate the efforts. Please elaborate the statement for consultant's better understanding – What are the <b>other activities(any other matter/issue) which are the activities anticipated by JKSPDC</b> other than mentioned scope of work.	Such activity(ies) cannot be anticipated beforehand. It is, however,reiterated that such activity(ies) shall be strictly related to the broad scope of work.																																												
26.	Annexure-II, TOR, Page 25 of 53	2. Schedule for Delivery of Services	In order to complete the task / milestone in the given schedule, it is expected that, JKSPDC shall revert with the comments / feedback within 10 working days from the date of submission of consultant's deliverables. If no response, received during this period, the Consultant shall documents deemed to be accepted. Please Confirm the same.	JKSPDC shall make best effort to furnish its comments/ feedback within 10 (ten) working days. However, in case of delays in furnishing of the comments/ feedback by JKSPDC, the timelines shall be extended suitably without any financial implications to JKSPDC.																																												
27.	Annexure-II, TOR, Page 25 of 53	2. Schedule for Delivery of Services - List and Number of Deliverables	It is requested that JKSPDC may provide List of Number of Hard copies to be submitted by the consultant under Interim Submission and final submission.	The details of submissions required is enclosed as <b>Annexure-A</b> to these replies.																																												
28.	Clause No 3. Page no 26 of 53	Schedule of Payments: <table border="1" data-bbox="392 1220 840 1444"> <thead> <tr> <th>S. No.</th> <th>MILESTONE FOR DISBURSEMENT OF PAYMENT</th> <th>% OF TOTAL FEE</th> <th>TOTAL UP TO THE STAGE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Approval of Updated DPR by JKSPDC</td> <td>10.00</td> <td>10.00</td> </tr> <tr> <td>2</td> <td>Approval of RIQ document by JKSPDC</td> <td>10.00</td> <td>20.00</td> </tr> <tr> <td>3</td> <td>Approval of RIP document by JKSPDC</td> <td>10.00</td> <td>30.00</td> </tr> <tr> <td>4</td> <td>Approval of evaluation report of Prequalification bids (RIQ) by JKSPDC</td> <td>10.00</td> <td>40.00</td> </tr> <tr> <td>5</td> <td>Approval of evaluation report of Technical proposals (RIP) by JKSPDC</td> <td>10.00</td> <td>50.00</td> </tr> <tr> <td>6</td> <td>Approval of evaluation report of Financial bids by JKSPDC</td> <td>10.00</td> <td>60.00</td> </tr> <tr> <td>7</td> <td>Approval of Final evaluation report by the Competent Authority/ Board of Directors of JKSPDC/ Government of J&amp;K</td> <td>10.00</td> <td>70.00</td> </tr> <tr> <td>8</td> <td>Issuance of Letters of Award in favour of the successful bidder/s by JKSPDC.</td> <td>05.00</td> <td>75.00</td> </tr> <tr> <td>9</td> <td>Execution of Contract Agreement/s between JKSPDC and the lowest responsive bidder/s.</td> <td>25.00**</td> <td>100.00</td> </tr> <tr> <td colspan="2"><b>Grand Total</b></td> <td><b>100.00</b></td> <td></td> </tr> </tbody> </table>	S. No.	MILESTONE FOR DISBURSEMENT OF PAYMENT	% OF TOTAL FEE	TOTAL UP TO THE STAGE	1	Approval of Updated DPR by JKSPDC	10.00	10.00	2	Approval of RIQ document by JKSPDC	10.00	20.00	3	Approval of RIP document by JKSPDC	10.00	30.00	4	Approval of evaluation report of Prequalification bids (RIQ) by JKSPDC	10.00	40.00	5	Approval of evaluation report of Technical proposals (RIP) by JKSPDC	10.00	50.00	6	Approval of evaluation report of Financial bids by JKSPDC	10.00	60.00	7	Approval of Final evaluation report by the Competent Authority/ Board of Directors of JKSPDC/ Government of J&K	10.00	70.00	8	Issuance of Letters of Award in favour of the successful bidder/s by JKSPDC.	05.00	75.00	9	Execution of Contract Agreement/s between JKSPDC and the lowest responsive bidder/s.	25.00**	100.00	<b>Grand Total</b>		<b>100.00</b>		<p>1) For the given payment schedule, 40% of consultant payment are linked to evaluation of bids (4 to 7) and 30% are linked to award of contract (8&amp;9).</p> <p>2) Also, all payment Deliverable are linked to approval of deliverable, which leaves the Consultant in a cash negative situation. It is requested that 80% of the payment should</p>	Revised payment schedule is enclosed as <b>Annexure-B</b> to these replies.
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			<p>be released upon submission of deliverable by the Consultant and the remaining 20% is released on approval.</p> <p>3) Please confirm that, in case no observations / approval received from Client within 10 days of submission of the respective deliverable shall be deemed as approved and the Consultant is eligible for payment. Please confirm.</p> <p>4) Majority of the consultant work shall be completed within the activity 1 to 3.</p> <p>5) Hence, we suggest the following payment for your kind consideration:</p> <table border="1" data-bbox="1010 774 1507 1453"> <thead> <tr> <th data-bbox="1010 774 1391 842">MTLESTONE</th> <th data-bbox="1391 774 1507 842">% of total fee</th> </tr> </thead> <tbody> <tr> <td data-bbox="1010 842 1391 911">Approval of Updated DPR by JKSPDC.</td> <td data-bbox="1391 842 1507 911">15%</td> </tr> <tr> <td data-bbox="1010 911 1391 979">Approval of RfQ document by JKSPDC</td> <td data-bbox="1391 911 1507 979">15%</td> </tr> <tr> <td data-bbox="1010 979 1391 1048">Approval of RfP document by JKSPDC.</td> <td data-bbox="1391 979 1507 1048">15%</td> </tr> <tr> <td data-bbox="1010 1048 1391 1150">Approval of evaluation report of Prequalification bids (RfP) by JKSPDC,</td> <td data-bbox="1391 1048 1507 1150">15%</td> </tr> <tr> <td data-bbox="1010 1150 1391 1252">Approval of evaluation report of Technical proposals (RfP) by JKSPDC,</td> <td data-bbox="1391 1150 1507 1252">10%</td> </tr> <tr> <td data-bbox="1010 1252 1391 1321">Approval of evaluation report of Financial bids by JKSPDC</td> <td data-bbox="1391 1252 1507 1321">10%</td> </tr> <tr> <td data-bbox="1010 1321 1391 1453">Approval of Final evaluation report by the competent Authority/ Board of Directors of JKSPDC/ Govt of J&amp;K,</td> <td data-bbox="1391 1321 1507 1453">10%</td> </tr> </tbody> </table>	MTLESTONE	% of total fee	Approval of Updated DPR by JKSPDC.	15%	Approval of RfQ document by JKSPDC	15%	Approval of RfP document by JKSPDC.	15%	Approval of evaluation report of Prequalification bids (RfP) by JKSPDC,	15%	Approval of evaluation report of Technical proposals (RfP) by JKSPDC,	10%	Approval of evaluation report of Financial bids by JKSPDC	10%	Approval of Final evaluation report by the competent Authority/ Board of Directors of JKSPDC/ Govt of J&K,	10%	
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29.	Annexure-VI, Contract, Page 43 of 53	1.9 AUTHORITY OF MEMBER IN CHARGE The consultant may authorize <b>any individual to act as the TEAM LEADER</b> on their behalf in exercising all the Consultants' rights and obligations towards the Owner under this Contract, including without limitation the receiving of instructions and payments from the owner,	Under this Contract, Consultant shall carryout Bid services inclusive of Tender design, Tender documents and Tender drawings. Please confirm <b>Team Leader can be from any one of the Team members as listed in section – III, Clause 3.2</b>	The Contract Specialist shall act as Team Leader for the assignment. The Chief Design Engineer shall be the Deputy Team Leader.				
30.	Clause No 2.8. Page no 45 of 53	Suspension  By Consultant: Not provided	We request you to incorporate the provision for Suspension by Consultant: The "Consultant" may, by written notice of suspension to the Client, suspend all services hereunder if the Client, in case the "Client" fails to pay any money due to the Consultant pursuant to this Contract.	Bid provisions shall prevail.				
31.	Clause No 2.8. Page no 45 of 53	Termination by Client is provided. Similarly, Termination by Consultant is not provided.	We request you to incorporate the provision for Termination by Consultant:  Consultant has Right to terminate the Contract, in case Client fails to pay any money as per the payment terms and as per schedule of payment.	Bid provisions shall prevail.				
32.	Clause No 3.3 Page no 47 of 53	Insurance to be taken out by the Consultant: The Consultant (a) shall take out and maintain ..... insurance against the risks, and for the coverage, as shall be specified in the SC; .....	Please provide the "SC" .....	As per standard practice&applicable law.				

**NAME OF THE BIDDER: TRACTEBEL ENGINEERING PVT. LTD.**

S. No.	Reference of NIT (Clause No / Page No)	Condition of NIT	Query / Request	JKSPDC Response
33.	Clause No 3.4 Page no 47 of 53	Liability of the Consultant	Limit of liability of the Consultant shall be equivalent to contract price. Please confirm  After expiration of contract all liabilities of the consultant shall terminate. Please confirm.	Limit of the liability of the consultant shall be equivalent to contract price. However, in case of any damage/loss or otherwise occurs to JKSPDC by any act/omission of the consultant, the consultant shall be liable to pay damages / loss or otherwise occurred to JKSPDC, in addition to the limit of the liability of the consultant.
34.	INVITATION FOR BIDS Bid submission end date (offline)	Date & Time of uploading of bids, 28.01.2020 at 00.00 Hours.	It is requested to extend the bid due/submission date by at least three weeks after uploading / providing pre-bid response. Kindly confirm.	Bid timelines shall prevail.

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**NAME OF THE BIDDER: WAPCOS LIMITED**

S. No.	Reference of the NIT (Clause No./ Page No:)	Condition of NIT	Query/ Request	JKSPDC Response
35.	Clause 3/ Page No 5	The bidder should have specific previous experience in providing comprehensive and complete CONSULTANCY SERVICES as defined in (2) herein above for at least one hydro power project having installed power generating capacity equal to or more than 744 MW or two hydro power projects having installed power generating capacity equal to or more than 465 MW each or three hydro power projects having installed power generating capacity equal to or more than 372 MW each in the last 07 YEARS. The bidder should also have specific previous experience in providing	<p>a) The given qualifying criteria is very stringent. In the last 7 years there are very few HEPs commissioned in India. Therefore, the qualification criteria needs to be relaxed for a previous experience of bidder in the last 15 years.</p> <p>b) There no clarity in the minimum experience of Bid process Management. Whether it is at least one hydro power project having installed power generating capacity equal to or more than 372 MW wherein the</p>	<p>a) "... in the last 07 YEARS...." is modified as "... in the last 10 years...."</p> <p>b) Bid provisions are clear.</p>

NAME OF THE BIDDER: WAPCOS LIMITED				
S. No.	Reference of the NIT (Clause No./ Page No:)	Condition of NIT	Query/ Request	JKSPDC Response
		comprehensive and complete CONSULTANCY SERVICES as defined in (2.b) herein above for at least one hydro power project having installed power generating capacity equal to or more than 372 MW wherein the project was bid out in multiple packages (two or more packages) and eventually awarded to multiple agencies.	project was bid out in multiple packages?	
36.	Clause 6/ Page no 5	The bidder must be a Sole/ Single Company	As the qualification criteria is stringent, JV may be allowed for participation in the bid.	Bid provisions shall prevail.
37.	Clause 1.36/ Page no 11	To prevent conflict of interest, the Consultant is not permitted to apply in the EPC tender for 930 MW Kirthai-II HEP in any capacity (as a bidder, as a partner/ member of a JV/ Consortium bidder, or as a subcontractor of a bidder, etc) nor to engage with any prospective bidder in the EPC tender for any service related to the EPC tender. The Consultant shall also give a declaration not to engage in any business activity with the successful EPC Contractor/s for one year after award of the EPC by JKSPDC	Whether the conflict of Interest clause is applicable to the Project Management Consultancy (PMC) tender of the project?	The Consultant is free to apply for engagement as Owner's Engineer / Project Management Consultancy for the Project, as and when tenders for the same are floated by JKSPDC.
38.	Clause 3.3.3/ Page no 15	Previous experience of providing CONSULTANCY SERVICES involving preparation of RFQ & RFP for EPC mode of execution in multiple packages (two or more packages) with project works awarded to multiple agencies, assisting the Employer in the complete bidding process for procurement of an EPC Contracts till the signing of the Contract with the EPC Contractors, for hydro power projects having unit-size equal to or more than 100 MW in the last 10 years would decide award of 40 Points	Previous experience of providing CONSULTANCY SERVICES involving preparation of RFQ & RFP for <b>EPC mode/ Item rate</b> may be considered in evaluation.	Bid provisions shall prevail.
39.	Clause 5.0 Page	The Consultant shall update the DPR, ensuring	The scope of updation of DPR needs to be	Refer reply at S.No. 16.

**NAME OF THE BIDDER: WAPCOS LIMITED**

S. No.	Reference of the NIT (Clause No./ Page No:)	Condition of NIT	Query/ Request	JKSPDC Response
	no 18	optimisation & adoption of best practices. The DPR shall also have to be updated to current price levels.	clarified. Also, it is not clear whether the prices of individual items are to be updated or a lump-sum index needs to be applied on the DPR price levels.	Comprehensive cost engineering as per relevant guidelines shall be carried out by the Consultant. This shall include, inter-alia, the updation of prices of individual items supported by requisite inputs/ data of raw material/ input cost/ hourly rate, etc. All requisite input data shall be arranged by the Consultant at its own level.
40.	Page no 1	It would be mandatory for the bidder to pay the cost of the tender document in the form/ shape of a demand draft for non-refundable amount of Rs.1,00,000/- only drawn in favour of "GENERAL MANAGER, ACCOUNTS, JKSPDC, JAMMU." payable at Jammu.	The tender document fee is too high, this needs to be relaxed.	The Clause is modified as under: "It would be mandatory for the bidder to pay the cost of the tender document in the form/ shape of a demand draft for non-refundable amount of Rs.50,000/- only drawn in favour of "GENERAL MANAGER, ACCOUNTS, JKSPDC, JAMMU." payable at Jammu."

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**NAME OF THE BIDDER: ENERGY INFRATECH PVT. LTD.**

S. No.	Reference of NIT	Condition of the NIT	Queries/ Request	JKSPDC Response
41.	Pg 5 of 53, Invitation of Bids: cl.no.3	".....past 7 years"	Considering the declining scenario of hydropower sector and elongated construction period of hydropower projects, we hereby request to please change/ amend the experience "...past 7 years" to "...past ten years", please.	Accepted.
42.	General		It is considered that the consultant is not required to undertake pre tender/tender stage design of the varoious component of the projects. Please confirm.	As is the practice, the level of detailing in the tender documents is substantially greater as compared to the DPR.
43.	Pg 5 of 53, Invitation of Bids: Cl.no. 6. (and 1.23	"... Bidder must be Sole/ Single	It is requested that Joint Venture may be allowed for strengthening of the team and experience.	Bid provisions shall prevail.

NAME OF THE BIDDER: ENERGY INFRATECH PVT. LTD.				
S. No.	Reference of NIT	Condition of the NIT	Queries/ Request	JKSPDC Response
	on Pg 10 of 53)	Company"	Please accept and confirm.	
44.	Pg 5 of 53, Invitation of Bids: Cl.no. 7.	"...on its regular roll and working full-time for at least last one year..,"	We request you to please delete the clause "...on its regular roll and working full-time for at least last one year..," . Considering the declining hydropower projects construction in India, the private firms have mostly the senior staff hired as Consultants. Request to please relax and delete this to submit competitive and responsive bid.	Bid provisions shall prevail. Also, refer reply at S. No. 45.
45.	Pg 5 of 53, Invitaitaion of Bids: Cl.no. 7.	"...on its regular roll and working full-time for at least last one year..,"	It is submitted that some of the positions, experts are associated as Consultant. It is requested that Consultant may be accepted as part of the team. However the Consultant will submit a certificate for their availability duly signed by the respective Consultant. Please accept and confirm.	A bidder is allowed to nominate such 'Consultant' only if he/ she has remained associated with the firm for the last one year. Such 'Consultant' can be nominated only for the following positions: <ul style="list-style-type: none"> <li>• Mechanical Engineer.</li> <li>• Electrical Engineer.</li> <li>• Geotechnical / Tunnelling Engineer.</li> <li>• Planning &amp; Scheduling Expert.</li> <li>• Quantity Surveyor.</li> <li>• Financial &amp; Commercial Expert.</li> </ul> <p>A maximum of two such 'Consultants' shall be allowed per bidder. Each 'Consultant' shall furnish duly signed exclusivity certificate in favour of the bidder evincing his/her availability for the full tenure of the assignment, including extensions, if any. A 'Consultant' is allowed to associate with only one bidder. Award of points to such 'Consultant' experts under Clause 3.2 (Experience of the Nominated Team) shall be reduced by 20% vis-à-vis an expert working on full-time regular basis.</p>
46.	Pg 5 of 53, Invitaitaion of Bids: Cl.no. 7. (vi), (vii), (viii)		It is requested to relax the criteria of 15 years experience and change it to "above to 12 years" please.	Bid provisions shall prevail

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NAME OF THE BIDDER: FEEDBACK INFRA PRIVATE LIMITED				
S. No.	Page/Clause	Existing Clause	Query/Request for Relaxation	JKSPDC Response
47.	Page 11 of 53 ---> 1.31	The project is planned to be bid out in multiple packages (2 to 4). However, the exact number of packages shall be communicated to the Consultant in the Letter of Intent/Award and the Consultant shall be bound by such decision of JKSPDC without any financial implications to JKSPDC	It is requested to the tendering agency to determine the number of package at an earlier stage since this would help the bidders to optimize the cost while arriving at the bidding price. If it cannot be determined, it is requested to the tendering agency to allow for price variation during the project	Bid provisions shall prevail.
48.	Page 8 of 53 ---> 1.4	EMD of INR 2,00,00/- in the form of a crossed Demand Draft in favour of GM(Accounts), JKSPDC	It is requested to the tendering agency to amend the clause as follows: EMD of INR 2,00,00/- in the form of a crossed Demand Draft in favour of GM(Accounts), JKSPDC or in the form of bank guarantee valid till the selection of successful bidder or for a period of 180 days from the date of submission of bid, whichever is later This would reduce the working capital and the corresponding would be included in the bidding price resulting in an increased price	Bid provisions shall prevail.
49.	Page 6 of 53 ---> 8 (e)	Submission of qualification certificates is essential for establishing technical qualification specified hereinabove. Further, submission of certificates issued by the respective client/owner/employer is essential for establishing experience. Submission of mere self-declaration and/or CVs shall not be considered.	It is requested to the tendering agency to consider self-attested CVs as proof of qualification since it is commonplace for professionals to switch multiple organizations during his/her career and no project- specific certificate is furnished by employers in this regard	Bid conditions shall prevail. An expert is expected to have a copy of his/ her qualification certificates for establishing his/her technical qualification.
50.	Page 5 of 53 ---> 7	The bidder should have on its regular roll, working full-time for at least last one year	It is requested to the tendering agency to amend the clause as follows: The bidder should have nominated experts working full-time or contractually employed for at least last one year The bidder would furnish exclusivity certificates for the contractually employed experts as these are highly qualified professionals who seek to work as independent consultants	Experts who are 'contractually employed' for at least last one year with the bidder shall also be acceptable in case of the following positions <u>only</u> : <ul style="list-style-type: none"> <li>• Mechanical Engineer.</li> <li>• Electrical Engineer.</li> <li>• Geotechnical / Tunnelling</li> </ul>

NAME OF THE BIDDER: FEEDBACK INFRA PRIVATE LIMITED				
S. No.	Page/Clause	Existing Clause	Query/Request for Relaxation	JKSPDC Response
				<p>Engineer.</p> <ul style="list-style-type: none"> <li>• Planning &amp; Scheduling Expert.</li> <li>• Quantity Surveyor.</li> <li>• Financial &amp; Commercial Expert.</li> </ul> <p>No more than two such 'contractually employed' experts shall be allowed per bidder. Such experts shall furnish duly signed exclusivity certificates in favour of the bidder evincing his/her availability for the full tenure of the assignment, including extensions, if any. Award of points to such "contractually employed" experts under Clause 3.2 (Experience of the Nominated Team) shall be reduced by 20% vis-à-vis an expert working on full-time regular basis.</p>
51.	Page 5 of 53 ----> 3	The bidder should have specific previous experience in providing comprehensive and complete consultancy services as defined for at least one hydro power project having installed power generating capacity equal to or more than 744 MW or two hydro power projects having installed power generating capacity equal to or more than 465 MW each of three hydro power projects having installed power generating capacity equal to or more than 372 MW each in last 7 years	It is requested to the tendering agency to amend the clause with less stringent criteria as relaxation of the eligibility criteria could result in wider participation	Bid provisions shall prevail.
52.	Page 8 of 53 ----> 1.3	Bidder must be a sole/single entity. Joint Ventures/Consortia are not allowed to bid. The proposal document is not transferable	It is requested to the tendering agency to allow consortium for participating in tender. The companies dealing with hydro power projects may or may not have the relevant firm wise expertise in dealing with various aspects of bid process management. Allowing JV/ Consortium will enable firms with wide & varied experiences combining to provide best	Bid provisions shall prevail.



NAME OF THE BIDDER: FEEDBACK INFRA PRIVATE LIMITED				
S. No.	Page/Clause	Existing Clause	Query/Request for Relaxation	JKSPDC Response
			solutions and services to JKSPDC	

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NAME OF THE BIDDER: AQUALOGUS ASIA PVT LTD				
S. No.	Reference	Description	Clarification Request	JKSPDC Response
53.	With Reference to Clause No 5 of Eligibility Criteria Page 5/53	Financial: Turnover: Average annual turnover the bidder from consultancy assignments during the last three years viz. FY 2016-17, 2017-18 & 20'18-19 (2016, 2017 & 2018 in case of countries where calendar year is considered) must not be less than Rs, 25 Crore. Turnover from any other activity/ head shall not be considered.	Please reduce the average of turnover requirement to Rs. 15 Crore.	Bid provisions shall prevail.
54.	With Reference to Clause No 1.3 of Instructions to Bidders. Page 8/53	Bidder must be a sole/ single entity. JointVentures/ Consortia are notallowed to bid.	Please allow us to associate with a Joi nt Venture/ Consortia so that we can enhance our expertise and the knowledge can be transferred to Indian Sub Consultants in case of foreign bidders.	Bid provisions shall prevail.

In addition to above, the following modifications are effected in the NIT:

S. No.	Reference of the NIT:	Existing Clause	Revised Clause
1.	Page 5, Clause 7.i	“Contract Specialist: The expert should be a <b>graduate engineer</b> with not less than 25 years of experience in water resource and hydro power projects....”	“Contract Specialist: The expert should be a <b>graduate civil engineer</b> with not less than 25 years of experience in water resource and hydro power projects....”
2.	Page 15, Clause 3.3.2	“...for hydro power projects having unit-size equal to or more than 100 MW in the <b>last 10 years</b> would decide award of <b>100Points</b> . ...”	“...for hydro power projects having unit-size equal to or more than 100 MW in the <b>last 15 years</b> would decide award of <b>100Points</b> . ...”
3.	Page 15,	“In case of 3.3.2, the experience for work of <b>(i) revision of DPR</b> and <b>(ii) bid process management</b> can be in same or different projects. In case of experience in different projects, say <b>DPR revision</b> in <i>Project X</i> and <b>Bid Process Management</b> in <i>Project Y</i> , “ <b>eligible project</b> ” shall be counted as <b>one</b> .”	“In case of 3.3.2, the experience for work of <b>(i) preparation / revision / updation of DPR</b> and <b>(ii) bid process management</b> can be in same or different projects. In case of experience in different projects, say <b>DPR preparation/ revision/ updation</b> in <i>Project X</i> and <b>Bid Process Management</b> in <i>Project Y</i> , “ <b>eligible project</b> ” shall be counted as <b>one</b> .”

- It is clarified that the experts proposed as per Clause 7 of the Essential Criteria (Page 5 & 6 of the NIT) shall be the same as listed in Form No: 5 (Page 32 of the NIT) and considered for award of points at Clause 3.2 of Section-III (Page 13 & 14 of the NIT).
- It is clarified that unit-size shall mean the capacity of an individual hydro generating unit of the plant and not the aggregate capacity of the plant.

1. Updated DPR:
  - a. Draft:
    - i. 1 hard copy.
    - ii. One soft copy in PDF.
  - b. Final:
    - i. 5 hard copies, hard bound.
    - ii. One soft copy in PDF.
    - iii. One editable soft copy in MSWord, MSEXcel, AutoCAD etc., with all calculations and formulas intact.
2. RfQ documents:
  - a. Draft:

1 hard copy & 2 soft copies, one each in PDF & MSWord, for each version/ revision.
  - b. Final:

2 hard copies & 2 soft copies, one each in PDF & MSWord.
3. RfP documents:
  - a. Draft:

1 hard copy & 2 soft copies, one each in PDF & MSWord, for each version/ revision.
  - b. Final:

2 hard copies & 2 soft copies, one each in PDF & MSWord.
4. Evaluation reports/ presentations:

5 hard copies and 2 soft copies, one each in PDF & MSWord, for each version/ revision.
5. Letters of Intent/ Award:
  - a. Draft:

1 hard copy & 2 soft copies, one each in PDF & MSWord, for each version/ revision.
  - b. Final:

1 hard copy & 2 soft copies, one each in PDF & MSWord.
6. Contract Agreements:
  - a. Draft:

1 hard copy & 2 soft copies, one each in PDF & MSWord, for each version/ revision.
  - b. Final:

1 hard copy & 2 soft copies, one each in PDF & MSWord.

SCHEDULE OF PAYMENTS			
S. No.	MILESTONE FOR DISBURSEMENT OF PAYMENT	% OF TOTAL FEE	TOTAL UP TO THE STAGE
1.	Approval of Updated DPR by <b>JKSPDC</b> .	10.00	10.00
2.	Approval of RfQ document by <b>JKSPDC</b> .	10.00	20.00
3.	Approval of RfP document by <b>JKSPDC</b> .	15.00	35.00
4.	Approval of evaluation report of Prequalification bids (RfQ) by <b>JKSPDC</b> .	10.00	45.00
5.	Approval of evaluation report of Technical proposals (RfP) by <b>JKSPDC</b> .	10.00	55.00
6.	Approval of evaluation report of Financial bids by <b>JKSPDC</b> .	10.00	65.00
7.	Approval of Final evaluation report by the Competent Authority/ Board of Directors of <b>JKSPDC</b> / Government of J&K.	10.00	75.00
8.	Issuance of Letter/s of Award in favour of the successful bidder/s by <b>JKSPDC</b> .	10.00	85.00
9.	Execution of Contract Agreement/s between <b>JKSPDC</b> and the lowest responsive bidder/s.	15.00**	100.00
<b>Grand Total</b>		<b>100.00</b>	

\*\*Payment for this milestone shall be released subject to the condition that the Consultant has extended its Contract Performance Bank Guarantee for six months beyond the date of signing of EPC Contract/s plus 28 days.

**Note:**

- In case of execution of the project in multiple packages, the payments for milestones 2 to 8 shall be made package-wise on prorata basis upon completion of these activities. For instance, if a milestone (from among 2 to 8 above) for one package out of a total of four packages is completed, 25% of the payment for that milestone shall be released.
- Payments for milestone 9 shall be made only on the completion of this activity for the overall works of the Project viz. all packages.
- 75% of the payments for milestones 1, 2 & 3 shall be made on the submission of reports/ documents by the Consultant, complete in all respects.
- 60% of the payments for milestones 4, 5, 6 & 7 shall be made on the submission of evaluation reports by the Consultant, complete in all respects.